



STATE OF UTAH CONTRACT

CONTRACT NUMBER: 029088

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Utah Department of Transportation	810	UDOT, Central Warehouse	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR: <u>Henderson Wheel & Warehouse Supply, Inc</u>			
Name			LEGAL STATUS OF CONTRACTOR
<u>1825 South 300 West</u>			<u> </u> Sole Proprietor
Address			<u> </u> Non-Profit Corporation
<u>Salt Lake City</u>	<u>UT</u>	<u>84115</u>	<u> X </u> For-Profit Corporation
City	State	Zip Code	<u> </u> Partnership
<u>Paul Hendersen</u>	<u>801-486-2174</u>	<u>For 486-0353</u>	<u> </u> Government Agency
Contact Person	Phone Number		
<u>87-0128970</u>	<u>00983G</u>	<u>06071000154, 06071000159, 06071000163, 06071000168</u>	
Federal ID#	Vendor Number	<u>06071000131, 06071000132, 06071000133, 06071000134</u>	
		Commodity Code(s)	

2. CONTRACT TYPE AND PURPOSE:

Requirements contract to provide the State with Drop Center Wheels Painted Orange and Hub Piloted Wheels Painted White and the Nuts necessary for installation.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid #EN2014
Requisition # RX-810-26000000041, FY 2001.

4. CONTRACT PERIOD: Effective date: 11/30/01, Termination date: 11/29/2004, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any): Two (1) Year.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of: \$999,999.99 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Specification
ATTACHMENT C: Pricing
ATTACHMENT D: Special Terms and Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # EN2014 dated 9/18/01.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Paul Henderson
Contractor's Signature

Henderson Wheel
Contractor's Name

Product Manager
Title

Neal Christensen
Neal Christensen, Admin Service Director
DEC 21 2001
Division of Purchasing

CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE
12.21.01
Division of Finance

Tracie Montano	801-964-4534	801-965-4818
Agency Contact Person	Telephone Number	Fax Number

ATTACHMENT A: STANDARD TERMS AND CONDITIONS 023088

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

DROP CENTER AND HUB PILOTED WHEELS AND NUTS

1.0 GENERAL DESCRIPTION. The contract resulting from this bid will provide Utah Department of Transportation with drop center wheels painted orange, hub piloted wheels painted white & the nuts necessary for installation as per the following specifications & pricing. The contract will be a three year contract with two one-year options.

2.0 PRODUCT DESCRIPTION:

- 2.1 WHEEL 10 HOLE 8.25 X 22.5 DROP CENTER, 7200 LB. CAPACITY ACCURIDE #27404 OR APPROVED EQUAL. PAINTED FEDERAL ORANGE NO. 12246. (DUPONT NO. 82 ORANGE, GM-CODE WE108, CHEV. - TANGIER ORANGE, INTERNATIONAL - OMAHA ORANGE, FORD - W5615), #F27404W
- 2.2 WHEEL 10 HOLE 9.00 X 22.5 DROP CENTER, 9,000 LB. CAPACITY ACCURIDE #28510 OR APPROVED EQUAL. PAINTED FEDERAL ORANGE NO. 12246 (DUPONT NO. 82 ORANGE, GM - CODE - WE108, CHEV. - TANGIER ORANGE, INTERNATIONAL - OMAHA ORANGE, FORD - W5615), #F28510 *ball seat*
- 2.3 WHEEL 10 HOLE 8.25 X 22.5 HUB PILOTED, 7200 LB. CAPACITY ACCURIDE #284088 OR APPROVED EQUAL. PAINTED WHITE, #F28408W
- 2.4 WHEEL 10 HOLE 9.00 X 22.5 HUB PILOTED, 9,000 LB. CAPACITY ACCURIDE #293000 OR APPROVED EQUAL. PAINTED WHITE, #F29300W *as of 6/30/03 - need to be orange* *209.70*
- 2.5 NUT BUDD WHEEL INNER LEFT HAND, ACCURIDE #17088 OR APPROVED EQUAL, #E7895-L
- 2.6 NUT BUDD WHEEL INNER RIGHT HAND, ACCURIDE #107099 OR APPROVED EQUAL, E7895-R
- 2.7 NUT BUDD WHEEL OUTER LEFT HAND, ACCURIDE #378922 OR APPROVED EQUAL, E5977-L
- 2.8 NUT BUDD WHEEL OUTER RIGHT HAND, ACCURIDE #378911 OR APPROVED EQUAL, E5977-R
- 2.9 NUT HUB PILOTED WHEEL, ACCURIDE #106333 OR APPROVED EQUAL, E6000-A

Equipment Operation Req

ATTACHMENT C: PRICING

PRICING. Shipping shall be F. O. B. Destination.

ITEM #	DESCRIPTION	BID PRICE
1	WHEEL, 10 HOLE, 8.25 X 22.5 DROP CENTER 7200 LB. CAPACITY, PAINTED FEDERAL ORANGE NO. 12246. (DUPONT NO. 82 ORANGE, GM-CODE WE108, CHEV. - TANGIER ORANGE, INTERNATIONAL - OMAHA ORANGE, FORD - W5615) Commodity Code - 06071000154, #F27404W 0	<i>6/30/07 As per Equip Operations Requested All needs to be Orange wheels</i> \$ 84.04 org <i>\$102.58</i>
2	WHEEL, 10 HOLE, 9.00 X 22.5 DROP CENTER - <i>Ball seat</i> 9,000 LB. CAPACITY, PAINTED FEDERAL ORANGE NO. 12246 (DUPONT NO. 82 ORANGE, GM - CODE - WE108, CHEV. - TANGIER ORANGE, INTERNATIONAL - OMAHA ORANGE, FORD - W5615) Commodity Code - 06071000159, #F28510	\$181.00 org <i>220.80</i>
3	WHEEL, 10 HOLE, 8.25 X 22.5 HUB PILOTED 7200 LB. CAPACITY <i>REAR</i> Commodity Code - 06071000163, #F28408W 0	<i>99.55</i> \$ 57.60 org <i>+ 2400 org</i> 81.60 <i>230.21</i>
4	WHEEL, 10 HOLE, 9.00 X 22.5 HUB PILOTED 9,000 LB. CAPACITY <i>FRONT</i> Commodity Code - 06071000168, #F29300W 0	\$164.70 org <i>+ 2400 org</i> 188.70
5	NUT, BUDD WHEEL, INNER LEFT HAND Commodity Code - 06071000131, #E7895-L	\$.76
6	NUT, BUDD WHEEL, INNER RIGHT HAND Commodity Code - 06071000132, #E7895-R	\$.76
7	NUT, BUDD WHEEL, OUTER LEFT HAND Commodity Code - 06071000133, #E5977-L	\$.37
8	NUT, BUDD WHEEL, OUTER RIGHT HAND Commodity Code - 06071000134, #E5977-R	\$.37
9	NUT, HUB PILOTED WHEEL Non-Stock, #E6000A	\$1.78

801-486-0353

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS**DROP CENTER AND HUB PILOTED WHEELS AND NUTS**

1. **CONTRACT PERFORMANCE TERM.** This is a requirements contract providing the State with Drop Center and Hub Piloted Wheels and Nuts, for a period of three (3) years, with two additional one-year options.
2. **CONTRACT ACCEPTANCE.** At the time the bid is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature if awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.
3. **QUANTITY OR AMOUNT ESTIMATES.** The State does not guarantee to purchase any amount under this contract. Estimated contract amounts are for bidding purpose only and are not to be construed as a guarantee to purchase stated amount. UDOT. Reserves the right to purchase contract items from other sources to meet non-receiving requirements when approved by agency Procurement Manager.
4. **NON-ASSIGNMENT.** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from UDOT's Procurement Manager or Procurement Supervisor. The provision of monies due under this contract shall not be assignable without prior approval from UDOT's Procurement Manager or Procurement Supervisor.
5. **INVOICING**

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

In the event the State is entitled to as a cash discount, the period of computation shall commence on the delivery date or the date of as a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoice.

The Contractor shall submit invoices to:

UTAH DEPARTMENT OF TRANSPORTATION
4501 South 2700 West
Box 141500
Salt Lake City, Utah 84119

The State will remit payment by e-mail.

6. **PRICING.** The Contractor agrees prices on drop center and hub piloted wheels in this contract shall be guaranteed for at least three (3) years. Any change request on prices must be made at least thirty (30) days prior to the requested date. Any such request must include sufficient documentation supporting this request. Requests for change on any pricing in this contract shall not be effective until it is approved by UDOT's Procurement Manager.
7. **DELIVERY.** The shipping terms on this contract are F.O.B. destination.